04-23-2001

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RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): mied 4.6.01

USOL, Inc.

- ☐ Individuals
- ☐ General Partnership -
- ☒ Corporation - State - Delaware
- ☐ Other
- ☐ Association
- ☐ Limited Partnership

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: BNP Paribas

Internal Address:

Street Address: 787 Seventh Avenue

City: New York State: New York ZIP: 10019

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-
- ☒ Other - Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
- ☒ Security Interest
- ☐ Other
- ☐ Merger
- ☐ Change of Name

Execution Date: September 8, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Trademark Registration No.(s)\

1,950,664

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 1

7. Total fee (37 CFR 3.41): ..... $ 40.00

- ☒ Enclosed
- ☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

(23-1705 in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian T. Jaenicke — Name of Person Signing

Signature

4/6/01 — Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, USOL, Inc., a Delaware corporation (the "Assignor") with principal offices at 10300 Metric Blvd., Austin, Texas 78758, hereby assigns and grants to BNP Paribas (formerly known as Paribas), as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, New York 10019 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement between the Assignor, the other assignors party thereto and the Assignee, dated as of September 8, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the 8th day of September, 2000.

USOL, Inc., as Assignor

By: Jeff Sperber
Name: Jeff Sperber
Title: Chief Financial Officer

BNP PARIBAS, as Collateral Agent, Assignee

By: [signature] / Sean Fahrety
Name: TC Foerster / Sean Fahrety
Title: Director / Vice President

TRADEMARK
REEL: 002277 FRAME: 0647

STATE OF TEXAS)
) ss.:
COUNTY OF TRAVIS)

On this 21st day of August, 2000, before me personally came Jeff Sperber, who, being by me duly sworn, did state as follows: that [s]he is Chief Financial Officer of USOL, Inc., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Raquel L Martin
Notary Public

RAQUEL L MARTIN
NOTARY PUBLIC
State of Texas
Comm. Exp. 12-01-2002

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 2nd day of April, 2000, before me personally came T.L. Foerster + S. Faherty who, being by me duly sworn, did state as follows: that ~~he~~ they ~~is~~ are Director + Vice President of BNP Paribas, that ~~he~~ they ~~is~~ are authorized to execute the foregoing Assignment on behalf of said corporation and that ~~he~~ they did so by authority of the Board of Directors of said corporation.

Alida J. Moore
Notary Public

ALIDA J. MOORE
Notary Public, State of New York
No. 24-4966845
Qualified in Kings County
Commission Expires August 12, 2002

SCHEDULE A

LIST OF MARKS

Registered Trademark	Registration No.	Registration Date	Country
"US ONLINE" and Design	1,950,664	1/23/1996	U.S.A.